

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Lease Agreement ("**First Amendment**") is made effective as of the latter signature date hereof ("**Effective Date**") by and between the City of Laredo ("**Landlord**"), a Texas municipality, and SBA Steel LLC, a Florida limited liability company ("**Tenant**"), with its principal place of business at 8051 Congress Avenue, Boca Raton, Florida 33487. Landlord and Tenant are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Landlord and Tenant's predecessor in interest, entered into that certain Ground Lease dated January 10, 2006 (the "**Lease**") for Tenant's use of the Premises, therein described, that is a portion of the Landlord's real property located at 8711 McPherson Street, in the City of Laredo, Texas, for purposes of installing, maintaining, and operating communications facilities.

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Signing Bonus.** Upon the Effective Date, Tenant shall pay to Landlord a one-time nonrefundable payment of Twenty-Five Thousand and 00/100 Dollars (25,000.00) ("**Signing Bonus**"). This Signing Bonus is non-reimbursable.
2. **Lease Term Extended.** Commencing on January 10, 2031, the Term of the Lease shall automatically extend for one (1) additional five (5) year term ("**Initial Term**") and shall expire at midnight on the day before the fifth (5th) anniversary. Unless Tenant gives Landlord written notice of its intention not to extend the Lease at least sixty (60) days prior to the end of the Initial Term or Renewal Term (as defined herein), as applicable and then in effect, and provided Tenant is not in default under the Lease, after notice and the expiration of applicable cure periods, the Lease shall automatically be extended upon the expiration of the Initial Term, or then-current Renewal Term, as applicable, for three (3) additional terms of five (5) years each (each a "**Renewal Term**"), subject to all terms and conditions of this Lease. The Initial Term and Renewal Terms shall be collectively known as the "Term."
3. **Rent.** Commencing on January 10, 2031, Tenant shall pay Landlord as rent for the Premises each year during the term of the Lease the sum of Forty-Five Thousand Dollars (\$45,000.00) as Base Rent. The Base Rent shall be increased annually effective as of each anniversary of January 10, 2031 by an amount equal to four percent (4%) over the immediately-preceding year's Base Rent. All other rent terms provided in Section 3 of the Lease that were not revised by this First Amendment shall remain unchanged and in full effect.

4. **Insurance.** Section 19 of the Lease is hereby deleted in its entirety and replaced as follows:

A. Tenant shall, at Tenant's sole cost and expense, procure and continue in force during the term of this Lease, including any renewal term:

- i. Workers' Compensation insurance at statutory limits, including Employers Liability coverage with limits of \$1,000,000.00 each accident/\$1,000,000.00 by disease each-employee/\$1,000,000.00 by disease policy limit;
- ii. Commercial General Liability insurance with limits of \$1,000,000.00 per-occurrence for bodily injury and property damage and \$2,000,000.00 general aggregate including contractual liability, products/completed operations (\$1,000,000.00 aggregate). Coverage must be written on an occurrence form;
- iii. Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage, covering all owned, non-owned, and hired vehicles;
- iv. "All-risk" property insurance insuring the Communications Facility and its appurtenant personal property for full replacement costs; and
- v. Builders Risk coverage (if applicable) as follows:
 1. All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.
 2. The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes Landlord responsible for materials. The deductible shall not exceed \$100,000.00.

B. With reference to the foregoing insurance requirement, Tenant shall endorse applicable insurance policies as follows:

- i. Landlord shall be included as an additional insured as their interest may appear under this Lease with respect to General Liability, Automobile Liability, and Builders' Risk.
- ii. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

- iii. A waiver of subrogation in favor of Landlord shall be contained in the Workers' Compensation and all liability policies.
 - iv. All insurance policies, which include Landlord as an additional insured, must be endorsed to be primary coverage regardless of the application of other insurance.
 - v. Unless approved in writing by Landlord, Tenant shall place the required insurance with a current A.M. Best rating of at least A-: VII or better.
 - vi. Certificates of Insurance shall be prepared and executed by the authorized representative of the insurance companies.
- C. Upon receipt of notice from its insurer(s), Tenant shall use commercially reasonable efforts to provide Landlord with thirty (30) days' prior written notice of cancellation of any required coverage.
- D. Tenant shall require any contractors and subcontractors to obtain and maintain substantially the same insurance coverage that is required of Tenant. It is the responsibility of the Tenant to assure compliance with this provision. Landlord accepts no responsibility arising from the conduct, or lack of conduct, of any contractors or subcontractors.
- E. Tenant hereby releases Landlord and Landlord's property manager, if any, and their respective agents, employees, officers, directors, and partners (collectively the **"Releasees"**) from, and shall not hold Releasees liable for, any liability for bodily injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises for claims arising out of or resulting from Tenant's use and occupancy of the Premises unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Tenant for any such damage or loss to the extent Tenant is compensated or would have been compensated by the insurance which Tenant is obligated to maintain pursuant to this Section 19.
- F. Tenant agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the Term, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Tenant may have been given access to or possession of all or any part of the Premises arising from:

- i. any work or act done in, on or about the Premises or any part thereof at the direction of Tenant, its agents, contractors, subcontractors, servants, employees, Tenants or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except if such work or act is done or performed by Landlord or its agents or employee;
- ii. any negligence or other wrongful act or omission on the part of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, Tenants or invitees;
- iii. any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Landlord, its employees or agents, however, notwithstanding anything to the contrary in this Lease, Tenant shall not have any liability or responsibility unless caused by the acts or omissions of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, Tenants or invitees; and
- iv. any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

G. Each Party hereby waives any and every claim which arises or which may arise in its favor and against the other Party hereto during the Term for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Premises, to the extent that such loss or damage is recovered under an insurance policy or policies. Each Party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

5. Performance Bond. Within thirty (30) days after the Effective Date of this First Amendment, Tenant shall obtain a faithful performance bond, in the amount adequate to cover the costs to remove the Antennae Facilities and Equipment Building and all other personal property and to restore the Owned Premises as required by this Lease from a bond company duly licensed to do business in Texas in favor of Landlord (the "**Bond**"). The Bond shall secure (1) Tenant's removal of its equipment from the Premises following the expiration or earlier termination of the Lease, and (2) the recovery of any unpaid sums duly owed to the Landlord under this Lease. The Bond shall be maintained in force by Tenant throughout the Term. Tenant agrees to deliver to Landlord a copy of the Bond prior to commencement of construction activities on the Premises (or if the Lease is a renewal for a previously constructed facility, within thirty (30) days after full execution of the Lease). If Tenant fails to timely provide the Bond to Landlord, Landlord may elect to terminate this Lease upon written notice to

Tenant. Prior to the commencement of any Renewal Term, Landlord and Tenant shall review the amount of the Bond to assess whether the amount of the Bond is reasonably sufficient to cover then current removal and restoration costs. If it is reasonably determined to be insufficient, Tenant shall obtain and maintain in force a Bond for such additional amount the parties mutually determine to be sufficient.

6. **Relocation.** Tenant acknowledges that the primary purpose of the Land is to serve as a valuable asset to Landlord's residents and the Landlord itself, and Tenant's use of the Land shall be subject to Landlord's paramount rights ("**Paramount Rights**") to use the real property for any and all current and future uses necessary for Landlord's municipal needs. Tenant understands and agrees that from time to time during the term, or any renewal term, Landlord may require Tenant to remove and/or relocate all or portions of the Tower and Tenant's Equipment from the Premises temporarily or permanently at Tenant's expense in order for Landlord to exercise its Paramount Rights at the Land.

A. Temporary Relocations. Landlord shall endeavor to give Tenant at least ninety (90) days prior written notice of the necessity to relocate the Tenant's Equipment and Tower for a temporary period, and will use good faith efforts to provide temporary space at the Land, or another mutually acceptable Landlord location for such temporary relocation; provided Tenant is not in default under the Lease. Tenant shall be solely responsible at its cost for obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the temporary relocation of its Tenant's Equipment and Tower. Tenant acknowledges that in case of emergency (as determined by Landlord in its sole discretion), the notice period for temporary relocation may be shortened. Notwithstanding any relocation or any shortened notice period, the Lease shall continue without abatement of the Rent unless Landlord is unable to provide space for temporary relocation and as a result Tenant is required to cease to operate its Tenant's Equipment and Tower for a period of more than fourteen (14) days in which event Tenant shall be entitled to an abatement of the Rent equivalent to the number of full days in excess of fourteen (14) days during which Tenant was unable to operate its Tenant's Equipment and Tower multiplied by 1/365 of the Rent applicable during such period. Landlord will calculate and refund such abatement amount without interest after the end of the temporary relocation period.

- i. At the end of the temporary relocation period, Tenant shall at its cost return the relocated Tenant's Equipment and Tower to the Premises, unless the Parties mutually agree that the Tenant's Equipment and Tower may remain at the temporary location in which case the Parties shall memorialize such agreement by an amendment to the Lease. Tenant shall have a right to terminate the Lease upon thirty (30) days prior written notice to Landlord if any temporary relocation exceeds ninety (90) days, or if Landlord requires Tenant to relocate the Tenant's Equipment and Tower more than one (1) time during any renewal term.

B. Permanent Relocations. Commencing on January 10, 2031, Landlord shall have a one-time right to relocate the Tenant's Equipment and Tower or a portion thereof to a

new location upon the Land, upon at least twelve (12) months prior written notice (“**Relocation Notice**”) to Tenant, and will use good faith efforts to provide another mutually acceptable Landlord location on the Land for such relocation; provided Tenant is not in default under the Lease. Tenant shall be solely responsible at its cost for relocating the Tenant’s Equipment and Tower and obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the relocation of its Tenant’s Equipment and Tower. Tenant shall have a right to terminate the Lease upon ninety (90) days prior written notice to Landlord if Tenant’s relocation of the Tenant’s Equipment and Tower to the mutually agreeable alternative location on the Land is technically infeasible and Tenant will have twenty-four (24) months following the date Tenant received Landlord’s Relocation Notice to relocate the Tenant’s Equipment and Tower to a location outside of the Land. If the Lease is terminated for such reason, Landlord shall refund pre-paid and unused months of the Rent on a proportionate basis, but Tenant shall not be entitled to reimbursement or payment by Landlord of any further expenses or costs it may incur by reason of its election to terminate the Lease hereunder.

7. **Removal and Restoration.** Prior to the expiration of this Lease or within sixty (60) days of the earlier termination of this Lease, Tenant shall (1) remove all of Tenant’s Equipment and Tower, both above and below ground, at its sole cost and expense and (2) repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed before January 10, 2006, reasonable wear and tear excepted, provided, however, this obligation to restore shall require restoration to a depth of five (5) feet below grade. Notwithstanding the above, prior to the expiration or earlier termination of this Lease, Landlord may retain any structures, conduits, or other improvements at the Land installed or placed by Tenant or at Tenant’s direction only with Tenant’s written consent. If Tenant fails to remove its Tenant’s Equipment and Tower and restore the Premises as required by this Section, Tenant shall be obligated to pay to Landlord holdover rent for its continued occupancy from the termination date or expiration of this Lease until Tenant completes its removal and restoration obligations of this Section, and the Landlord may complete or cause to be completed the work, and Tenant shall reimburse the Landlord for such invoiced costs within thirty (30) days of receipt.
8. **Notices.** Section 24 of the Lease is hereby deleted in its entirety and replaced as follows:

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by overnight courier to the following addresses:

If to Landlord: City of Laredo
Information Services and Telecommunications
Attn: Mimi Jacaman
1102 Bob Bullock Loop

Laredo, Texas 78043

With a Copy to: Best Best & Krieger LLP
Attn: Mr. Gerard Lavery Lederer
2000 Pennsylvania Avenue, NW
Suite 5300
Washington, DC 20006

If to Tenant: SBA Steel LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: TX47911-A / International - McPherson

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.
10. **Signatures Required; Counterparts.** This First Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by facsimile, pdf or Landlord-approved electronic means have the same force and effect as the use of a manual signature.
11. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the later day and year first written below.

“LANDLORD”

The City of Laredo

By: _____

Joseph Neeb, City Manager

Date: _____

Approved as to Form:

Doanh “Zone” T. Nguyen

By: Rodolfo Morales, III

Assistant City Attorney

“TENANT”

SBA Steel LLC, a Florida limited liability company

By: _____

Print Name: Joshua Koenig

Its: Executive Vice President and General Counsel

Date: _____